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*Counsel for Petitioner SCOTT THOMPSON,
as guardian ad litem of A.T., a minor*

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

**SCOTT THOMPSON,
individually and as parent and
guardian of his Minor Child A.T.,
and DANIELLE THOMPSON,
individually and on behalf of all
others similarly situated,**

Plaintiffs,

v

**THE WALT DISNEY
COMPANY;
DISNEY VACATION CLUB
HAWAII MANAGEMENT
COMPANY, LLC, D/B/A
AULANI, A DISNEY RESORT &
SPA, KO OLINA, HAWAI'I;
AND DISNEY VACATION
DEVELOPMENT, LLC, and**

Case No. 2:23-cv-09441-MWC-SK

**PETITION TO APPROVE
COMPROMISE OF MINOR'S
CLAIM**

**[FILED UNDER SEAL
PURSUANT TO ORDER OF
THE COURT DATED 3/17/2025
and 3/21/2025]**

**DISNEY PARKS, EXPERIENCES
AND PRODUCTS, INC.,**

PETITION TO APPROVE COMPROMISE OF MINOR'S CLAIM

Petitioner **SCOTT THOMPSON**, the guardian ad litem of Plaintiff A [REDACTED]
T [REDACTED], a minor age [REDACTED], will and hereby does petition this Court for an order
approving the settlement reached by the Parties, and for the distribution of the net
settlement funds to a Blocked Account for the benefit of Plaintiff, a minor.

This Petition seeks authority from the Court to compromise the minor's claim and use the settlement proceeds to reimburse counsel for reasonable attorneys fees and the remainder of the proceeds to be placed in a Blocked Account for the benefit of A.T.

This Petition is made on the grounds that the Court is required to safeguard the interests of litigants who are minors by conducting its own inquiry to determine whether the settlement serves the minor's best interests. *See Robidoux v. Rosengren*, 638 F.3d 1177, 1181 (9th Cir. 2011). Pursuant to Central District of California Local Rule 17-1.3, this petition conforms to Cal. Civ. Proc. Code § 372, California Rule of Court 3.1384, and the Judicial Council of California MC-350 form.

The following is a description of the settlement breakdown and total settlement for Plaintiff A [REDACTED] T [REDACTED] submitted to the Court for approval:

TOTAL SETTLEMENT FUND: \$ [REDACTED] for the 3 Claimants' Cases

**TOTAL SETTLEMENT
ALLOCATION FOR MINOR
A [REDACTED] T [REDACTED];**

COSTS CHARGED TO MINOR \$0.00

TOTAL ATTORNEYS' FEES CHARGED TO MINOR

NET RECOVERY FOR MINOR § A [REDACTED] T [REDACTED]:

1 Counsel represented Petitioner and Plaintiff pursuant to a retainer agreement
2 providing for attorneys' fees of one-third of the recovery, which was later revised by
3 agreement to 25% of the recovery, so the total fee for representing the minor is
4 \$ [REDACTED] (or 25% of his gross recovery). In addition, in order to prosecute Plaintiff's
5 action, Plaintiff's counsel advanced costs, which Plaintiff's Counsel has subsequently
6 agreed to waive. Accordingly, Plaintiff's counsel respectfully requests that the Court
7 approve the above-described distribution of the settlement proceeds as set forth
8 above. Defense counsel has no objection to the proposed distribution.
9

10 This Petition is based on this Petition, the Memorandum of Points and
11 Authorities, the records and files of this Court, the attached Declaration of **Francis J.**
12 **Flynn, Jr.**, the exhibits thereto, and on such other evidence as may be presented at or
13 before a hearing on this Petition.

14 Dated: June 11, 2025

Respectfully submitted,

15 /s/ Francis J. "Casey" Flynn, Jr.
16 Francis J. "Casey" Flynn, Jr. (SBN 304712)
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21 *Counsel for Petitioner SCOTT THOMPSON, as
22 Guardian ad Litem of A [REDACTED] T [REDACTED]
23 (A.T.), a minor*

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

As a result of Disney's alleged negligence, minor Plaintiff A [REDACTED] T [REDACTED] ("A.T.") suffered personal injuries, including an abrasion to the head requiring stitches.

Although the parents suffered alleged economic losses associated with their disrupted vacation, the child, A.T., was the only individual to suffer a physical injury due to the Defendants' alleged negligence. He required emergency medical treatment, suffered pain and disruption to his trip, and may experience long-term emotional effects from the incident, and as of the date of this filing is unable to enjoy watching the Disney Channel.

Because the remaining claim in this case is for negligence—under which the minor is the sole claimant with standing—it is appropriate that the entire recovery, aside from attorneys' fees, be allocated to A.T. This revised allocation ensures compliance with the Court's concerns as articulated in its April 10, 2025 order and aligns with the governing legal standards under *Robidoux v. Rosengren*, 638 F.3d 1177 (9th Cir. 2011), by maximizing the minor's net benefit from the settlement.

Petitioner therefore respectfully requests that the Court approve the settlement proceeds as being in the best interests of Minor A.T.

Starting in early August 2024, Plaintiffs Scott Thompson (individually and on behalf of his minor child A.T.) and Danielle Thompson ("Plaintiffs") entered into settlement discussions with Defendant. Declaration of **Francis J. Flynn, Jr.** ("Flynn Decl."), ¶ 3. After vigorous arm's-length negotiations, on October 21, 2024, the parties agreed to a settlement in principle with Disney for a total payment of \$ [REDACTED] to resolve the claims of these 3 claimants. *Id.* **The order granting Defendant's motion to dismiss all claims except for negligence was not entered until November 4, 2024**

– two weeks after the settlement in principle was entered into. The Parties

1 memorialized their agreement in a Confidential Settlement and Release of All Claims
2 executed in **May 2025**. *See Flynn* Decl., Ex. 1.

3 The total settlement payment was determined by Scott Thompson, individually
4 and on behalf of A█████ T█████ (A.T.), and Danielle Thompson. **Flynn** Decl. ¶ 3-5.

5 **SCOTT THOMPSON**, guardian ad litem for minor Plaintiff A█████
6 T█████, hereby submits this memorandum and proposed order for approval of
7 the compromise in this matter, and requests the Court approve the proposed distribution
8 of Plaintiff A█████ T█████'s settlement as set forth below:

9 TOTAL SETTLEMENT FUND: \$████████ for the 3 Claimants' Cases

10 TOTAL SETTLEMENT FOR \$████████
11 MINOR A█████ T█████:

12 COSTS CHARGED TO MINOR \$0.00
13 A█████ T█████:

14 TOTAL ATTORNEYS' FEES \$████████
15 CHARGED TO MINOR
16 A█████ T█████:

17 NET RECOVERY FOR MINOR \$████████
18 A█████ T█████:

19 **II. FACTUAL BACKGROUND**

20 **a. Litigation**

21 On November 8, 2023, Plaintiffs brought suit individually and on behalf of all
22 those similarly situated, asserting claims against Defendants for personal and physical
23 injuries, and/or losses and damages sustained as a result of Defendant's poolside
24 surfaces. On August 9, 2024, Plaintiffs filed the operative Complaint (ECF No. 41),
25 which continued to include the claims of Plaintiff A█████ T█████ (a minor
26 who was **10 years old** at the time of the incident), by and through Plaintiff's father,

1 SCOTT THOMPSON¹ as well as DANIELLE THOMPSON and SCOTT
2 THOMPSON, individually.

3 In particular, Plaintiffs alleged the following: Throughout the entire FAC and
4 specifically in paragraphs ¶¶ 30-41, Plaintiffs allege that the pool deck area of the resort
5 was excessively slippery and is in an unsafe condition that causes and continues to
6 cause bodily injury to Aulani guests, caused bodily injury to Minor A.T., and prohibited
7 Plaintiffs and the Class from being able to fully utilize enjoy the pool facility. (“Slip-
8 and-Fall Defective Condition”) Plaintiffs arrived on Aulani’s property on or about
9 March 19, 2023 for a two day, one night stay. (FAC ¶42.) One of the reasons that
10 Plaintiffs stayed at the Disney Aulani Resort and Spa was to enjoy the slides that it
11 advertised. Plaintiffs checked in and while waiting for their rooms to be ready,
12 Plaintiffs attempted to enjoy the poolside amenities and slides. (FAC ¶43.) The
13 Thompson children went down the slides and upon exiting the slide and stepping out
14 of the pool, Minor A.T. (then, age 10) slipped and fell on the slippery surface of the
15 ground, hitting the back of his head and splitting his head open on the corner of the top
16 step of the steps leading outside of the slides area. (FAC ¶44.)

17 As a result of the injury, Danielle Thompson and Scott Thompson had to take
18 Minor A.T. to the Emergency Room for examination. (FAC ¶45.) The entire ordeal
19 took several hours, hours they should have been relaxing in and around the pool and
20 enjoying the amenities offered at Aulani. (FAC ¶45.) Minor A.T.’s injury required
21 several stitches to close up the wound. (FAC ¶46.) As a result of having a wound
22 requiring stitches, Minor A.T. was unable to get his head wet in the ocean or pool to
23 prevent the wound from being infected for the seven (7+) remaining days of the trip.
24 (FAC ¶46.) Furthermore, the Thompson family was unable to enjoy the rest of their
25 stay at Aulani itself (check out was on March 20th). (FAC ¶46.) Minor A.T. even stayed
26

27
28 ¹ Petitioner SCOTT THOMPSON has since been appointed Guardian Ad Litem for
Plaintiff A [REDACTED] T [REDACTED]. (ECF No. 61).

1 inside until March 21 because of how he felt, and which impacted Minor A.T.'s
2 family's ability to enjoy Hawaii as well during that time. (FAC ¶42.) As a result of
3 Minor A.T.'s fall, Minor A.T. incurred medical expenses. (FAC ¶47.)

4 On August 27, 2024, Disney filed a Motion to Dismiss all but Plaintiffs'
5 negligence claims and to Strike Class Allegations, which was fully briefed. (See ECF
6 Nos. 48, 49, 50).

7 On November 4, 2024 – two weeks after the settlement in principle was
8 entered into, but prior to the execution of the formal settlement agreement - the
9 Court granted Defendants' Motion to Dismiss all but Plaintiffs' negligence claims and
10 to Strike Class Allegation. (ECF No. 52).

11 The Parties memorialized their agreement in a Confidential Settlement and
12 Release of All Claims executed originally on February 5, 2025 and subsequently
13 revised in May 2025. See Flynn Decl., Ex. 1.

14 The Parties were able to resolve the matter through contentious and hard-fought
15 negotiations which took place over the course of a year.

16 **b. Damages**

17 As a result of the slippery pool surfaces, Plaintiffs sustained the following
18 damages as a result of Plaintiff A [REDACTED] T [REDACTED]'s fall.

ITEMIZED DAMAGES			
Date	Amount	Description	Bates No.
3/19/23	\$3,645.88	Hospital Care and Treatment + Billing The Emergency Group, Inc. MSC 61508 PO Box 1300 Honolulu, HI 96807-1300 (\$713.36)	Thompson_000007 (The Emergency Group, Inc. (Billing))
		The Queen's Health Systems P.O. Box 320010 Honolulu, HI 96820-0015	Thompson_000008- Thompson_00009 (Queen's Health)

		(\$2,932.52)	Billing); Thompson_000010- Thompson_000014. (Hospital Care and Treatment Records)
6 7 8 9 10 11 12	3/31/23	\$135.00 Medical Bills (Other) – Eden Pediatrics LLC Care and Treatment + Billing Eden Pediatrics LLC 1410 Industrial Park Road Paris, TN 38242-6099 (\$135.00)	Thompson_000015 (Billing); Thompson_000016 (Care and Treatment Records)
13 14 15 16 17	3/15/2023- 3/26/2023	\$3,887.00 Receipts for Flights + Baggage 839.00 + \$40.00 + \$30.00 + \$1,659.20 + \$479.80 + Value of STL/LAX tickets for H [REDACTED] + A [REDACTED] who used Points for the flights (1 receipt is missing) at price of Danielle and Scott Thompson's fares (\$839.00)	Thompson_000027- 44
18 19 20 21 22	3/20/2023	\$830.31 Aulani Invoices • David's Vacation Cub Rental's Receipts (\$546.00)	Thompson_000017- Thompson_000019; Thompson_000020- Thompson_000021
23 24	3/20/2023- 3/26/2023	\$15,538.32 Four Seasons Invoice	Thompson_000045- Thompson_000048
25 26 27 28	3/15/2023- 3/28/2023	\$1,270.37 Rental Car Receipts Avis (\$100.79) TURO, BMW X7 2023 (\$458.43)	Thompson_000049- Thompson_000055

		TURO, Jeep Wrangler Unlimited 2021 (\$711.15)	
	\$284.31	Potential outstanding Aulani invoice	Thompson_000022- Thompson_000026

Based on the above, although the parents suffered alleged economic losses associated with their disrupted vacation, the child, A.T., was the only individual to suffer a physical injury due to the Defendants' alleged negligence. He required emergency medical treatment, suffered pain and disruption to his trip, and may experience long-term emotional effects from the incident, and as of the date of this filing, is unable to enjoy watching the Disney Channel.

Because the remaining claim in this case is for negligence—under which the minor is the sole claimant with standing—it is appropriate that the entire recovery, aside from attorneys’ fees, be allocated to A.T. This revised allocation ensures compliance with the Court’s concerns as articulated in its April 10, 2025 order and aligns with the governing legal standards under *Robidoux v. Rosengren*, 638 F.3d 1177 (9th Cir. 2011), by maximizing the minor’s net benefit from the settlement.

Petitioner therefore respectfully requests that the Court approve the settlement proceeds as being in the best interests of Minor A.T.

Petitioner **SCOTT THOMPSON** and minor Plaintiff A [REDACTED] T [REDACTED], and **DANIELLE THOMPSON (mother of the minor and spouse of SCOTT THOMPSON)** are represented by:

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and

Consumer Protection Legal, LLC

308 Hutchinson Road
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Email: info@consumerprotectionlegal.com

The retainer agreement between Plaintiffs and Plaintiffs' attorneys sets the fees for attorneys' services at **one-third** (i.e., 33.33%) of the gross recovery. Flynn Decl., Ex. 3. However, the agreement was subsequently modified to waive all expenses and reduced the attorney fee to 25%. This equates to a fee of \$ [REDACTED] (**attributable to A [REDACTED] T [REDACTED], a minor, and \$ [REDACTED] attributable to Scott Thompson, individually, and Danielle Thompson**). A 33.33% fee is usual and customary, 25% is even less, and is, therefore, reasonable given the difficulty of the litigation, the significant motions practice involved in this case, the extensive negotiations, and the contingent nature of the fee. Flynn Decl. ¶9-13. In total, minor Plaintiff A [REDACTED] T [REDACTED]'s attorneys' fees are \$ [REDACTED].

Plaintiff A [REDACTED] T [REDACTED]'s attorneys also represent Plaintiffs SCOTT THOMPSON (individually and on behalf of his minor child A.T.) and Danielle Thompson, who are also parties to this settlement. The attorneys do not represent and are not employed by any other party or insurance carrier involved in this matter. Flynn Decl. ¶ 8. Plaintiff's attorneys have not become involved with the petition, either directly or indirectly, at the instance of any party against whom the claim is asserted or of any party's insurance carrier. Flynn Decl. ¶ 14.

c. Net Recoveries to Minor

The Petitioner respectfully requests that the Court order this final net recovery for the minor to be placed in a FDIC insured Blocked Account for the benefit of the minor. Petitioner SCOTT THOMPSON, A.T.'s father and Guardian ad Litem will deposit the net settlement funds in the FDIC insured Blocked Account in St. Louis, Missouri for the benefit of A.T. To open the account, SCOTT THOMPSON must provide a copy of the Court Order to the bank authorizing the FDIC insured Blocked Account ("Blocked Account") to be opened and for the net settlement funds

1 to be deposited into it.

2 The Blocked Account will serve the best interests of the child because the
3 it will protect the minor's funds as the funds cannot be released from the Blocked
4 Account without Court order or after the date on which the minor reaches the age of
5 majority. Further, the Court has expressed that the Court will only approve the
6 minor's compromise if the minor's net settlement funds are placed in a Blocked
7 Account. A copy of the proposed Order authorizing the opening of the FDIC insured
8 Blocked Account is attached to Flynn Decl. as **Exhibit 4**. Flynn Decl. ¶ 15.

III. LEGAL ARGUMENT

9 "District courts have a special duty, derived from Federal Rule of Civil
10 Procedure 17(c), to safeguard the interests of litigants who are minors." *Robidoux v.*
11 *Rosengren*, 638 F.3d 1177, 1181 (9th Cir. 2011). In evaluating a settlement, the Court
12 evaluates the fairness of the minor plaintiff's net recovery without regard to the
13 proportion of the total settlement value designated to other plaintiffs and/or counsel.
14 *Id.* at 1182. Generally, courts should approve a settlement so long as the net recovery
15 to the minor plaintiff is fair and reasonable in light of their claims and average recovery
16 in similar cases. *Id.* The primary focus of the court's review is whether the settlement
17 serves the best interests of the minor plaintiff. *Id.* at 1181-82.²

18 The net recovery to minor Plaintiff A [REDACTED] T [REDACTED] of \$ [REDACTED] and
19 \$ [REDACTED] to SCOTT THOMPSON and DANIELLE THOMPSON, individually, is a fair
20 and reasonable net recovery in this matter and is in the best interests of minor Plaintiff
21 A [REDACTED] T [REDACTED].

22 Although the Court need not consider the amount of attorneys' fees in
23 determining whether a settlement is fair and reasonable, Local Rule 17-1.4 requires the
24 _____

25
26 ² Some California district courts apply California state law, rather than the *Robidoux*
27 standard in evaluating the settlement of a minor's state law claims. See *S.C. v. Alaska*
28 *Airlines, Inc.*, No. CV 20-6245-RSWL-ASX, 2021 WL 3080631, at *2 n.21 (C.D. Cal.
July 20, 2021). Under California law, the Court is to determine whether the
compromise is in the best interests of the minor. See *Pearson v. Superior Ct.*, 202 Cal.
App. 4th 1333, 1338 (2012). This settlement is in the best interests of minor Plaintiff
A [REDACTED] T [REDACTED].

1 Court to fix the amount of attorney's fees "[i]n all actions involving the claim of a
2 minor . . . whether resolved by settlement or judgment after trial." L.R. 17-1.4. Here,
3 the extensive investigation, the law and motion work early in the case, the objecting
4 and responding to written discovery, all support the reasonableness of the requested
5 \$ [REDACTED] attorneys' fees (\$ [REDACTED] attributable to A [REDACTED] T [REDACTED] a minor, and
6 \$ [REDACTED] attributable to Scott Thompson, individually, and Danielle Thompson).

7 **CONCLUSION**

8 **For the reasons stated above, Petitioner respectfully requests that the Court**
9 **approve the proposed compromise and settlement of Minor A.T.'s claim as being**
10 **fair, reasonable, and in the best interest of the minor and** approve the distribution
11 of the settlement funds as follows: (1) \$ [REDACTED] to a Blocked Account for the benefit
12 of Plaintiff A [REDACTED] T [REDACTED], a minor, as described more fully at Flynn Decl.,
13 Ex. 3; (2) \$ [REDACTED] to SCOTT THOMPSON and DANIELLE THOMPSON, individually,
14 as described more fully at Flynn Decl., Ex. 3; and (3) approve Counsel's request for a
15 \$ [REDACTED] award of attorneys' fees (\$ [REDACTED] attributable to A [REDACTED] T [REDACTED], a
16 minor, and \$ [REDACTED] attributable to Scott Thompson, individually, and Danielle
17 Thompson). Flynn Decl, Ex. 3.

18 Respectfully submitted,

19 Dated: June 11, 2025 By: /s/ Francis J. "Casey" Flynn, Jr.

20 Francis J. "Casey" Flynn, Jr. (SBN 304712)
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26
27
28 *Counsel for Petitioner SCOTT THOMPSON, as
Guardian ad Litem of A [REDACTED] T [REDACTED], a
minor*

VERIFICATION

I, SCOTT THOMPSON, am the Guardian ad Litem for minor Plaintiff A [REDACTED] T [REDACTED], and I am the Petitioner. I declare under penalty of perjury that the foregoing is true and correct.

Dated: 6/11/2025

DocuSigned by:
By 
038E0DC4A98B468...
SCOTT THOMPSON

CERTIFICATE OF SERVICE

I hereby certify that, on June 11, 2025, I served the foregoing via email on:

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Dated: June 11, 2025

/s/ Francis J. Flynn, Jr.

Francis J. Flynn, Jr.